

NATURE OF CHARGE: Adulteration, Section 501 (a) (1), the products consisted in whole or in part of filthy substances by reason of the presence, in the belladonna, of insect fragments and, in the stramonium, of insect fragments and larvae.

DISPOSITION: March 27 and April 10, 1946. The United Rexall Drug Co., claimant, having consented to the entry of decrees, judgments of condemnation were entered and the products were ordered released under bond to be brought into compliance with the law, under the supervision of the Food and Drug Administration.

DRUG ACTIONABLE BECAUSE OF THE PRESENCE OF A NON-CERTIFIED COAL-TAR COLOR

1966. Adulteration and misbranding of Clover Dairy Ointment. U. S. v. 33 Cans of Clover Dairy Ointment. Default decree of condemnation and destruction. (F. D. C. No. 19932. Sample No. 50977-H.)

LIBEL FILED: May 20, 1946, Western District of Wisconsin.

ALLEGED SHIPMENT: Between the approximate dates of January 14 and March 7, 1946, by the Perfection Manufacturing Corporation, from Minneapolis, Minn.

PRODUCT: 33 cans of *Clover Dairy Ointment* at Catawba, Wis. Analysis showed that the product consisted essentially of petroleum oil, zinc oxide, methyl salicylate, oil of sassafras, lanolin, and a red dye.

NATURE OF CHARGE: Adulteration, Section 501 (a) (4), the article contained, for purposes of coloring only, a coal-tar color other than one from a batch that had been certified in accordance with the regulations.

Misbranding, Section 502 (a), the following statements on the label of the product were false and misleading: "For the treatment of swollen, caked udders and an aid in healing sore, * * * teats and sores and bruises. * * * In cases of swollen or caked udders use generously * * * Helps keep teats and udders in a soft, healthy, producing condition." These statements represented and suggested that the article possessed healing properties; that it would be effective in the treatment of swollen and caked udders and all causes of sore teats and sores; that it would be effective in the treatment of bruises; and that it would keep the teats and udders in a soft, healthy producing condition. The article did not possess healing properties, and it would not be effective for the purposes claimed.

Misbranding, Section 502 (b) (2), the article failed to bear a label containing an accurate statement of the quantity of the contents; and, Section 502 (e) (2), the label failed to bear the common or usual name of each active ingredient of the product.

DISPOSITION: August 1, 1946. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

DRUGS AND DEVICES ACTIONABLE BECAUSE OF DEVIATION FROM OFFICIAL OR OWN STANDARDS*

1967. Adulteration of triple distilled water. U. S. v. The Adson-Intrasol Laboratories, Inc., and David Ashkin. Pleas of guilty. Corporation fined \$600; individual defendant sentenced to 3 months' imprisonment. (F. D. C. No. 14253. Sample Nos. 66234-F, 76268-F, 77621-F.)

INFORMATION FILED: October 1, 1945, Eastern District of New York, against the Adson-Intrasol Laboratories, Inc., a corporation, Brooklyn, N. Y., and David Ashkin, in charge of the business of the corporation.

ALLEGED SHIPMENT: Between the approximate dates of December 2, 1943, and February 23, 1944, from the State of New York into the States of New Jersey and Pennsylvania.

LABEL, IN PART: "Triple Distilled Water."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be water for injection, a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the official standard since it contained pyrogens and undissolved material. The Pharmacopoeia provides that water for injection shall be free and shall

*See also Nos. 1951, 1963, 1996.